

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 5	
2. Amendment/Modification No. 05		3. Effective Date 2007JUN11		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-AHLA JASON VANLUVEN (586)574-7175 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL WEAPON SYSTEM: WPN SYS: MM EMAIL: JASON.VANLUVEN@US.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA CENTRAL PENNSYLVANIA - YORK PO BOX 15512 YORK PA 17405-1512 SCD C PAS NONE ADP PT HQ0337		Code S4201A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) BAE SYSTEMS LAND & ARMAMENTS INC. 1100 BAIRS RD YORK, PA 17405-1512 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. W56HZV-05-G-0005/0011	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2006JUL26	
Code 06085		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: G							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) DENISE MIKA DENISE.MIKA@US.ARMY.MIL (586)574-7076			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2007JUN11	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION A - SUPPLEMENTAL INFORMATION

SECTION A - SUPPLEMENTAL INFORMATION
W56HZV-05-G-0005
Modification 0005

1. The purpose of this modification is to incorporate a corrected Part Number in to Section H: Paragraph H.4.1. Part Number 13385234-3S1 Hinge Support is hereby changed to 12385234-3S1 Hinge Support.
2. There is no change in the net value of this contract as a result of this modification.
3. All other terms and conditions remain unchanged and in full force and effect.

*** END OF NARRATIVE A0007 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 ESSENTIALITY/MATERIALITY OF DELIVERY SCHEDULE

H.1.1 For purposes of the Performance Based Payments clause (See provision H.1, above) it is agreed and understood that the vehicle fielding and data delivery schedules is a material requirement of this contract. The Government may reduce or suspend payments in the event the Contractor becomes delinquent in deliveries or where it is evident that delivery will not be timely because of the Contractors failure to make progress.

H.2 MATERIAL REQUIREMENTS

H.2.1 In accordance with FAR 52.211-5 of this contract entitled Material Requirements, the used, reconditioned or remanufactured materials listed in Attachment 8 (to be provided at a later date) to the contract entitled "Approved Used, Reconditioned or Remanufactured Material" have been approved for use under the contract.

H.3 DATA RESPONSIBILITY

H.3.1 Recognizing that a visual review by the Government of data delivered or released under this contract may be insufficient to prove out their adequacy for intended use, the Contractor shall certify prior to contract completion, that to the best of his knowledge and belief all such data are complete and conform to the data requirements of this contract. Failure of related data, made under the terms of this contract, to meet the requirements thereof shall be cause for rejection as unacceptable. Prior to final acceptance of the drawings and related data by the Government, the Contractor shall submit evidence that drawings and related data rejected as unacceptable have been corrected. Notwithstanding such final acceptance, the Government may require the Contractor to remedy by correction or replacement, as directed by the Contracting Officer, data deficiencies (i) at any time during the performance of this contract, and (ii) for a period of three (3) years thereafter, in accordance with Special Provision H.19 of the basic BOA entitled WARRANTY OF DATA.

H.4 SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY

(MAR 1998)

H.4.1 In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty free entry for all qualifying country supplies (end products and components) all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act - Trade Agreements - Balance of Payments Program clause or the Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following foreign nonqualifying country components, are accorded duty-free entry:

Part Number	Description	Vendor
01) 12369774-F	Turrent Ring Forging	Canadian Forgings Inc.
02) 12369775-F	Turrent Ring Forging	Canadian Forgings Inc.
03) 12369776-F	Turrent Ring Forging	Canadian Forgings Inc.
04) 12369777-F	Turrent Ring Forging	Canadian Forgings Inc.
05) 12369778-F	Intake Grill Forging	Canadian Forgings Inc.
06) 12334321-F	Shield Field Forging	Canadian Forgings Inc.
07) 12295295-F	Bracket Forging	Canadian Forgings Inc.
08) 12369308	Shock Absorber	General Kinetics Engineering Corp.
09) 12359649	Plain Bearing	General Kinetics Engineering Corp.
10) M5506622	Steel Armor Plate	Stelco
11) M5323572	Steel Armor Plate	Stelco
12) M5504740	Steel Armor Plate	Stelco
13) 12367362-S	Mount Hinge Support	Vestshell Inc.
14) 12385234-3S1	Hinge Support	Vestshell Inc.*
15) 12385234-4S1	Hinge Support	Vestshell Inc.
16) 9380346-14C	Lug Sight Arm Inv	Vestshell Inc.
17) 12307272-C	Hinge Com Casting	Vestshell Inc.
18) 12359272-C	Control Rod Plate	Vestshell Inc.
19) 254772-1	Bracket	Vestshell Inc.
20) 12307410-C	Bracket Casting	Vestshell Inc.
21) 12359290-C	Bracket Casting	Cabiran C/O Mistral
22) 12297231-C	Bracket Casting	Cabiran C/O Mistral
23) 12359291-C	Eye Bracket Casting	Cabiran C/O Mistral
24) 12294495-C	Casting Support	Cabiran C/O Mistral
25) 12298207-2	Retainer Tie Down	Cabiran C/O Mistral
26) 12294396-C	Casting Coupling	Cabiran C/O Mistral

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27)	12294397-C	Output Casting Coupling	Cabiran C/O Mistral
28)	12466033-3	Color Flat Panel Display	Computing Devices of Canada (CDC)
29)	3227398-0001	BIOC Display Kit	Raythen Electronic Systems (Supplier Brimar Ltd, U.K.)
30)	12350934-F	Forging, Cover	Canada Forgings Inc.
31)	264X13031X5000	Bearing, Roller	SKF USA
32)	12297950	Bearing, Pair	SKF USA
33)	12308476	Journal Assembly	Dana Corporation
34)	05-2-3443	Spider and Bearing	Dana Corporation
35)	303824-701	Conn Interface CCA	General Dynamics, Canada
36)	304012-701	Display Head Ass'y	General Dynamics, Canada
37)	304038-701	Display Video	General Dynamics, Canada
38)	256881-703	Power Supply	General Dynamics, Canada

* corrected per Modification 05

H.5 GOVERNMENT RIGHT TO FURNISH PROPERTY, MATERIAL, AND/OR EQUIPMENT and SHIPMENT

H.5.1 The Government shall furnish in a timely manner the items listed in Attachment 1 of this contract to support build of vehicles. The Government reserves the right to bulk deliver the items to the Contractor. Bulk delivery must occur more than 120 days in advance of the vehicle build schedule. The Contractor is responsible for notifying the Government of any changes in build schedules.

H.5.2 In addition to the Government furnished property, material and/or equipment described in Attachment 1 of this contract, the Government reserves the right to furnish to the Contractor other items of Government property, material and/or equipment or to increase the quantities specified in Attachment 1.

H.5.3 The contractor shall promptly take such action as the Contracting Officer may direct with respect to such additional property, material and/or equipment. In the event the Government exercises its right under this paragraph, the parties will agree to equitably adjust the contract price and/or delivery schedule or performance dates in accordance with the procedures provided for in the "Changes" clause of this contract. The contractor shall submit either a proposal for equitable adjustment or rationale for no equitable adjustment within thirty (30) days following the Contracting Officer's notice of change. Failure to agree to an equitable adjustment shall be a dispute concerning a question of fact within the meaning of the "Disputes" clause.

H.5.4 All property furnished pursuant to this paragraph shall be subject to the provisions of the "Government Property" clause of this contract.

H.6 USE OF GOVERNMENT PROPERTY AND FACILITIES

H.6.1 The Contractor based this contract price on rent-free use of property and facilities that were initially made available under other contracts (see below). The Government property and facilities are in the possession of the Contractor and subcontractors accountable under the below listed Government contracts. Rent-free, non-interference use of Government property accountable under those contracts is approved.

CONTRACT	CONTRACTOR	PROGRAM
a) DAAE07-95-C-X030	United Defense	System Technical Support
b) DAAE07-96-C-X036	United Defense	BFV Remanufacture
c) DAAE07-00-C-M002	United Defense	BFV Remanufacture
d) DAAE07-01-C-M011	United Defense	BFV STS

H.7 SECURITY REQUIREMENTS

H.7.1 Contract Security Classification Specification DD Form 254, Attachment 6, is applicable to performance under this contract.

H.8 DEPARTMENT OF DEFENSE ACTIVITY ADDRESS CODE

H.8.1 The Department of Defense Activity Address Code (DODAAC) for use under this contract is CK00B9.

H.9 MAKE-OR-BUY PROGRAMS IN ACCORDANCE WITH SUBPART 15.4 OF THE FAR

H.9.1 The Contractor operates in accordance with a make or buy procedure ("United Defense Production Documentation Department Operating Procedure-PD-20, Revision B") that determines which items are to be purchased from outside suppliers for use in a product. The

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procedure is applicable to all Government production programs/contracts, including this contract. As such, no specific make-or-buy plan will be submitted for this contract. The contractor shall perform to its established procedure, hereafter referred to as the "program". The program (procedure) has been reviewed by the Government. It is considered an acceptable process for determining make or buy items.

H.9.2 If the Contractor desires to change its make or buy program or items under the contract, it shall review the requirements of FAR 52.215-9 of this contract entitled, "Changes or Additions to Make or Buy Program" to determine if notification to the Government and/or contract adjustment is required.

H.9.3 The contractor shall submit and negotiate changes from BUY to MAKE for those items over \$500,000 in each program year. For MAKE items the Contractor shall submit and negotiate changes only if the change would result in a subcontract over \$500,000.00 in any program year. Any short-term or temporary changes to alleviate manufacturing problems and/or delivery problems or changes specifically authorized by the Government will not be submitted or negotiated as changes to the Make or Buy Program.

H.10 PRIORITY RATING

H.10.1 A priority rating of D0-A4 is assigned to this contract and it is certified for National Defense use under DMS Regulation 1. The contractor shall take all necessary actions to extend this rating to its suppliers or subcontractors where required.

H.11 NOTIFICATION OF INCONSISTENCIES

H.11.1 Should the contractor discover or suspect any inconsistencies among contract provisions, requirements, specifications, and/or documents, he shall immediately notify the Procuring Contracting Officer in writing.

H.12 ALTERATIONS IN CONTRACT PROVISIONS

H.12.1 Contract Section I, General Provision I.57, FAR 52.243-1, "Changes-Fixed Price (August 1987)", paragraph c, is revised by replacing "30 days" with "90 days".

H.12.2 Contract Section I, General Provision I.93, FAR 52.243-7, "Notification of Changes (April 1984)", the fill-in portion of paragraph b is 90 days and the fill in portion of paragraph d is 30 days.

H.13 TITLE TO SPECIAL TOOLING -- DEVIATION

H.13.1 In accordance with the September 16, 1999 Class Deviation -- Special Tooling, DAR tracking number 99-00012 issued by the Director, Defense Procurement, the portion of the Government Property clause for fixed price contracts FAR 52.245-2 that states that special tooling is subject to title provisions in the special tooling clause is waived. The waiver is necessary because the 1984 edition of the Special Tooling clause (see Paragraph H.58), as contained in this contract, does not contain title provisions.

H.14 FAR PART 45 -- DEVIATION

H.14.1 In accordance with the July 13, 1999 Class Deviation from Federal Acquisition Regulation Part 45, DAR tracking number 99-00008, issued by the Director, Defense Procurement, the property record keeping and periodic physical inventory requirements for low-value property (special tooling, special test equipment, and plant equipment with an acquisition value of less than \$5,000 or less)is reduced per the deviation. Further in accordance with the deviation the contractor may defer reporting the loss, damage or destruction of low-value property until contract termination or completion.

H.15 UID

H.15 The contractor is required to apply a UID to the vehicles systems delivered under this contract in accordance with DFARs clause 252.111-7003. For this contract, the UID shall be applied to the vehicle down parts listed in Attachment 2.